

DIMITRITZA TOROMANOVA
 2912 Hot Cider Ave.
 Las Vegas, NV 89031
 (702) 467-6972

2012 MAR 21 P 1:58

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

DIMITRITZA TOROMANOVA, an individual

Case No.: 2:12-cv-00328-
 GMN-CWH

Plaintiff,

vs.

Jury Trial Requested

WELLS FARGO BANK, N.A.; WACHOVIA
 MORTGAGE, FSB; NATIONAL DEFAULT
 SERVICING CORP; and DOES 1-10, I Inclusive,

Date:
 Time:
 Courtroom:

Defendants.

OPPOSITION TO DEFENDANTS MOTION TO DISMISS

Plaintiff, DIMITRITZA TOROMANOVA ("Plaintiff"), hereby files an Opposition to
 Defendants Motion to Dismiss.

Plaintiff may not have constructed her Complaint as artfully as defense counsel judge it
 should be. (page 5 MTD) However, 'a claim has facial plausibility when the pleaded factual
 content allows the court to draw the reasonable inference that the defendant is liable for the
 misconduct alleged." *Twombly*, 550 U. S at 556

Defendant Wells Fargo Bank, N.A. ("Wells) appear to have understood the claims in
 Plaintiff's Complaint, since they filed a Motion to Dismiss and not a Motion for Clarification;
 they cannot therefore claim that Plaintiff's claims do not have facial plausibility.

INTRODUCTION

1
2 Plaintiff, Dimitritza Toromanova , executed a Deed of Trust ("DOT) and Note in or
3 around 2006 to secure a loan from WORLD SAVINGS BANK, FSB, ("WSB"), in the amount
4 of \$288,000.00, which she used to purchase her home at 2912 Hot Cider Ave., N. Las Vegas,
5 NV 89031. WSB is the beneficiary under the Deed of Trust and the Note. WSB changed its
6 name in or around 2007 to Wachovia Mortgage, FSB. ("Wachovia")
7

8 Wells Fargo Bank N.A. ("Wells") has submitted numerous documents and
9 correspondence, with their motions, allegedly as proof of its merger with Wachovia former
10 WSB. However, an endorsement must have been made after the merger of Wachovia into
11 Wells Fargo. The Note presented by Defendant Wells in their Motion(s) is not certified and has
12 never been endorsed or assigned, even in blank, to anyone, Wells therefore has not presented
13 any evidence that it is the owner of Plaintiff's mortgage and mortgage note.
14

15 It also appears that Wachovia securitized their mortgage loans in 2007. (Exhibit 5, IRS
16 938 REMIC reporting information.) The Note presented by Wells herein is therefore not a
17 copy of the current Note, since in a REMIC Trust the notes are required to be endorsed without
18 recourse to the order of Trustee and showing an unbroken chain of endorsements from the
19 originator thereof to the Person endorsing it to Trustee.
20

21 **Additionally, once a loan has been securitized, it loses its security, namely the Deed**
22 **of Trust and the lender thereby lose their ability to enforce, control or foreclose under the**
23 **Deed of Trust.**

24 The Deed of Trust is what my lender uses to give them the right to foreclose on my
25 house. If the Deed of Trust is invalid, then the lender loses their right to foreclose on my home.
26
27

1 In January 2011, the Massachusetts Supreme Court issued a decision in U.S. BANK
2 NATIONAL ASSOCIATION vs. Antonio IBANEZ in which all the Justices unanimously
3 agreed. In order for the bank to be able to foreclose, they must show a perfection of chain of
4 title, both in the Deed of Trust/Mortgage and the promissory note. It was also ruled that a blank
5 assignment was not acceptable proof of perfection of title for the promissory note.

6 The Nevada Supreme Court takes a very serious view of enforcing the requirements of
7 the state's foreclosure program. There's a very long footnote discussing and endorsing the
8 Massachusetts Supreme Judicial Court's ruling in *Ibanez v US Bank*: "*We agree with the*
9 *rationale that valid assignments are needed when the beneficiary of a deed of trust seeks to*
10 *foreclose on a property.*" *Pasillas v. HSBC Bank USA*

12 Plaintiff respectfully request this Court review the chart submitted, as exhibit 6, which
13 shows the documents and the timeline of documents recorded with the Clark County Recorder.

14 3/24/2006 - A Substitution of Trustee and a full reconveyance of Plaintiff's Deed of
15 Trust to National City Mortgage Co.; the document also states that National City Mortgage is
16 the owner of the Promissory Note dated 7/20/2004.

18 4/24/2006 - A Substitution of Trustee and a full reconveyance of Plaintiff's Deed of
19 Trust to National City Bank; the document now states that National City Bank is the owner of
20 the Promissory Note dated 7/20/2004.

21 9/22/2006 – Deed of Trust from Dimitritza Toromanova to Bank of America.
22 Plaintiff's point here is that the Deed of Trust and Note had been transferred prior to Wells
23 merging with Washovia.
24

25 There appear to be a gap in the assignments of Plaintiff's mortgage, which is not
26 allowed in a Nevada Foreclosure. NRS 107. et sec.
27

1 Mortgages and Trust Deeds are transferred by "assignment" from one entity to another.
 2 But Promissory Notes must be transferred under an entirely different set of rules – the UCC.
 3 Thus, to transfer both the Note and Mortgage by a simple "Assignment" document is facially
 4 insufficient, by itself, to transfer ownership of – or a right to enforce – the Promissory Note.

5 *"When a note is split from a deed of trust 'the note becomes, as a practical matter, unsecured.' ****
 6 *Additionally, if the deed of trust was assigned without the note, then the assignee, 'having no interest in the*
 7 *underlying debt or obligation, has a worthless piece of paper.'"* [In re Veal - United States Bankruptcy
 8 *Appellate Panel of the Ninth Circuit (June 10, 2011)]*

9 Herrera v. Deutsche Bank Docket
 10 196 Cal.App.4th 1366 - 3rd Dist. (C065630) 5/31/11 (Cert. for pub. 6/28/11) **Case complete 8/30/11**

11 TRUSTEE'S SALES: Plaintiffs sought to set aside a trustee's sale, claiming that the Bank had
 12 not established that it was the assignee of the note, and that the trustee ("CRC") had not
 13 established that it was properly substituted as trustee. To establish that the Bank was the
 14 beneficiary and CRC was the trustee, defendants requested that the trial court take judicial
 15 notice of the recorded Assignment of Deed of Trust and Substitution of Trustee, and filed a
 16 declaration by an employee of CRC referring to the recordation of the assignment and
 17 substitution, and stating that they "indicated" that the Bank was the assignee and CRC was the
 18 trustee. The trial court granted defendants' motion for summary judgment and **the appellate
 court reversed**. The Court acknowledged that California law does not require the original
 promissory note in order to foreclose. But while a court may take judicial notice of a recorded
 document, that does not mean it may take judicial notice of factual matters stated therein, so the
 recorded documents do not prove the truth of their contents. **Accordingly, the Bank did not
 present direct evidence that it held the note.**

19 MEMORANDUM OF POINTS AND AUTHORITIES

20 Plaintiff, from January 2010 to August 2011, had been negotiating with Wachovia for a
 21 Loan Modification. Plaintiff realized, after approximately six (6) tries at a Loan Modification
 22 with Wachovia and numerous attempts to navigate the world of red tape only to discover that
 23 her documents were repeatedly lost and promises of help were empty, that she needed to do
 24 something else. When the Notice of Default and Election to Sell was received, she was still
 25 under the impression that she would qualify for a loan modification and did therefore not elect
 26 to participate in mediation.
 27

1 Plaintiff was, at this time, not aware that Wells was even connected with her mortgage
2 until she found a copy of the Substitution of Trustee in the Clark County Records records,
3 allegedly executed by Wells to National Default Servicing. Plaintiff NEVER received a copy
4 of this Substitution from any of the Defendants.

5 Please note that the Notice of Default was recorded 8/27/2010; while the Substitution of
6 Trustee was NOT recorded until 1/26/2011; however it is dated September 13, 2010; which is
7 still AFTER the Notice of Default was recorded. (Exhibit 7)

8
9 The Notice of Default is defective because it was signed by a trustee before recordation
10 of the substitution of trustee substituting it in place of the original trustee.

11 **Additionally, this document is invalid/void:**

12 **The document states that the undersigned is the present beneficiary under the**
13 **Deed of Trust, which Plaintiff has shown is not true since the Deed of Trust and the Note**
14 **has never been endorsed, assigned or transferred to Wells, constituting a defect in Title.**

15
16 Wells is not the holders in due course because the original payee did not endorse the
17 note and transfer possession of the note to the assignees, both of which are requirements for
18 holder in due course status. Also refer to Exhibit 5, showing that Wachovia securitized their
19 mortgage loans in 2006.

20 Jeanette Doi-Jenkins, who executed the document, claims to be a Vice President of
21 Loan Documentation for Wells, is in fact a Mortgage QA Analyst at Wells Fargo in San
22 Antonio, Texas and not an authorized officer of the alleged beneficiary corporation.

23 **NRS 104.1201 General definitions.**

24
25 (oo) "Unauthorized signature" means a signature made without actual, implied or apparent
26 authority. The term includes a forgery.

27

1 **NRS 104.3308 Proof of signatures and status as holder in due course.**

2 1. In an action with respect to an instrument, the authenticity of, and authority to make, each
3 signature on the instrument is admitted unless specifically denied in the pleadings. If the validity of a
4 signature is denied in the pleadings, **the burden of establishing validity is on the person claiming**
5 **validity**, but the signature is presumed to be authentic and authorized unless the action is to enforce
6 the liability of the purported signer and the signer is dead or incompetent at the time of trial of the
issue of validity of the signature. If an action to enforce the instrument is brought against a person as
the undisclosed principal of a person who signed the instrument as a party to the instrument, the
plaintiff has the burden of establishing that the defendant is liable on the instrument as a represented
person under subsection 1 of NRS 104.3402.

7 The Substitution of Trustee is unenforceable and invalid.

8 As is the case in Plaintiff's action; possible defect in foreclosure remains when a note
9 has been negotiated, and there is no evidence that the foreclosing trustee is the nominee of the
10 current holder or that the foreclosing trustee was substituted by a nominee of the current
11 holder. *Weingartner vs. Chase Home Finance.* (Cite as: 2010 WL 1006708 (D.Nev.)
12

13
14 The big problem for Wells in this matter is that the assignments are defective, as there is
15 no evidence of any grant of authority from the Wachovia which would permit Wells to execute
16 such assignments in the first place, they have presented a Note that obviously is not a current
17 copy and there is a gap in the assignment of Plaintiff's mortgage.
18

19 In *Pasillas v. HSBC Bank USA*, 127 Nev. Adv. Op. 39; The Nevada Supreme Court, in
20 a very long footnote discussing and endorsing the Massachusetts Supreme Judicial Court's
21 ruling in *Ibanez v US Bank*: "*We agree with the rationale that valid assignments are needed*
22 *when the beneficiary of a deed of trust seeks to foreclose on a property.*"
23

24 ///

25
26 ///

ARGUMENT

Defendants MTD B – page 5: Res Judicata

Res judicata or *res iudicata* (RJ), also known as **claim preclusion**, is the Latin term for "a matter [already] judged. As nothing was adjudicated in Plaintiff's last case, it can hardly be the bases for dismissing Plaintiff's current case.

For *res judicata* to be binding, several factors must be met:

- identity in the thing at suit; *not the same in this matter*
- identity of the cause at suit; *not the same in this matter*
- identity of the parties to the action; *not the same in this matter*
- identity in the designation of the parties involved; *not the same in this matter*
- whether the judgment was final; *it was not, Plaintiff could have filed an Appeal**
- whether the parties were given full and fair opportunity to be heard on the issue. *NO.*

Plaintiff asserts that the causes of action in the first suit were not the same and should this Court not agree, Plaintiff asserts that at no point were the facts of the case fully and fairly litigated in the first action.

Res judicata* does not restrict the appeals process, which is considered a linear extension of the same lawsuit as the suit travels up (and back down) the appellate court ladder. Appeals are considered the appropriate manner by which to challenge a judgment rather than trying to start a new trial. **Once the appeals process is exhausted, *res judicata* will apply even to a judgment that is contrary to law.

"An order of dismissal containing no statement whatever that it is made without prejudice is not a bar to a subsequent action, unless the record shows that there was an actual determination on the merits." (16 Cal.Jur.2d, Dismissal, etc., § 5.) *Gagnon Co., Inc. v. Nevada Desert Inn*, 45 Cal.2d 448

Defendants MTD C (1) – page 5: Failure to "Tender"

Wells argue that Plaintiff has not offered to tender all amounts due on the Note.

1 There are, however, exceptions to the tender requirement. Courts have ruled there was
2 no tender requirement because the Plaintiff was attacking the very validity of the debt (which is
3 one of the exceptions to the tender rule)

4 Tender applies to challenging irregularities in the "sale" and Plaintiff has argued and
5 challenged the "process" and Defendants failure to comply with the statutory law.

6 In this case, Plaintiff is alleging that Wells does not hold her Note. If Plaintiff succeeds
7 in proving that Wells is not the holder of the note, in addition to the other elements required for
8 injunctive relief, then no tender would be required because no sum would be due to Wells
9 under the note. See *Everson v. Franklin Discount Co.*, 285 S.E.2d 530, 533 (Ga. 1982); Sapp

11 Dismissal on grounds of failure to tender would be premature at this time, because
12 Plaintiff has alleged facts in the Complaint that suggest she owes no duty in equity to Wells,
13 (because, she alleges, she is not indebted to Wells), and those allegations should be taken as
14 true on a Motion to Dismiss.

15 Furthermore, Plaintiff has shown, by the evidence of the records, that the Defendants'
16 Deed is void. Because Plaintiff was not required to rely upon equity in attacking the deed, she
17 was not required to meet any of the burdens imposed when, as a matter of equity; a party
18 wishes to set aside a voidable deed. *Little v. CFS Service Corp.*, 188 Cal.App.3d at p. 1359,
19 233 al.Rptr. 923. Contrary to Defendants' argument, Plaintiff was not required to tender any of
20 the amounts due under the note. *Dimock v. Emerald Properties LLC* (81 Cal.App.4th 868).

21
22
23 **Defendants MTD C (2) – page 7: Wells Fargo is entitled to foreclose...**

24
25 Wells has failed to establish the chain of title for its proof of claim. In this case the
26 substitution of trustee form listed a grantor of the transfer, i.e. the prior owner of the loan,
27 which did not match the identified last beneficial owner of the original deed of trust. This break

1 in the chain, according to basic logic, would render the subsequent trustee deed invalid.

2 **If a Substitution of Trustee is not valid, the resulting sale is VOID and no**
 3 **requirement for tender, as Defendant alleges is owed, is required. See Dimrock v. Emerald**
 4 **Properties, 81 Cal.App.4th 868, 97 (2000) and Pro Value Properties v. Quality Loan Service**
 5 **Corp., 170. Cal.App.4th 579 (2009).**
 6

7 Wells Fargo was not a party to the original transaction and was not mentioned in the
 8 Deed of Trust. Evidence, must be presented that Wells Fargo does indeed have some interest in
 9 the note and/or deed of trust that it is now trying to enforce.
 10

11 **Defendants MTD C (3) – page 7: Fails to plead fraud and racketeering.....**

12 RICO's provision authorizing civil suits, 18 U.S.C. § 1964(c), sheds light on the issue
 13 of predicate acts. Section 1964(c) states that “[a]ny person injured in his business or property
 14 by reason of a violation of [18 U.S.C. § 1962]” may bring a RICO suit. RICO specifies only
 15 that the defendant must have engaged in a “pattern of racketeering activity” to violate 18
 16 U.S.C. § 1962. As long as the defendant engaged in a pattern of racketeering activity, and the
 17 plaintiff was injured by this pattern of activity, this suffices to state a claim under 18 U.S.C. §
 18 1964(c); nowhere does the statute require that the injury to each plaintiff must have
 19 independently consisted of a pattern of activity by the defendant.
 20

21 The Supreme Court vacated our judgment and remanded for further consideration in
 22 light of Bridge v. Phoenix Bond & Indemnity Co., --- U.S. ---, 128 S.Ct. 2131, 170 L.Ed.2d
 23 1012 (2008), which held unanimously that a civil-RICO plaintiff does not need to show that it
 24 detrimentally relied on the defendant's alleged misrepresentations.
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CONCLUSION

From the preceding information, it is clear that Defendants have violated just about every rule and law enacted to ensure a foreclosure proceeding is done properly.

Defendants have failed to prove they are the valid holder of Plaintiff's Note and Deed of Trust. Furthermore, the documents attached to the Motion to Dismiss do not support any factual finding to the contrary, as an assignment of the security deed is not indicative of who holds the note, and the promissory Note produced is obviously not a copy of the current Note.

If the court grants a motion to dismiss, it must then decide whether to grant leave to amend. The court should "freely give" leave to amend when there is no "undue delay, bad faith[,] dilatory motive on the part of the movant ... undue prejudice to the opposing party by virtue of ... the amendment, [or] futility of the amendment...." Fed.R.Civ.P. 15(a); *Foman v. Davis*, 371 U.S. 178, 182, 83 S.Ct. 227, 9 L.Ed.2d 222 (1962). Generally, leave to amend is only denied when it is clear that the deficiencies of the complaint cannot be cured by amendment. *See DeSoto v. Yellow Freight Sys., Inc.*, 957 F.2d 655, 658 (9th Cir.1992).

WHEREFORE, Plaintiff prays for judgment as follows:

1. This Court denies the Motion to Dismiss or in the alternative allow Plaintiff to file an amended complaint.

2. This Court issue a Temporary Restraining Order, and or a preliminary injunction enjoining Defendants and each of them and their agents, employees, officers, attorneys and or representatives from engaging in or performing any of the following acts: (i) offering or advertising this Property for sale and (ii) evicting Plaintiff;

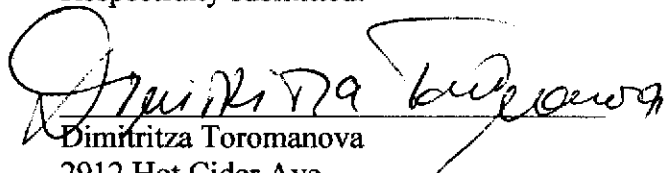
1 Plaintiff has filed a Notice of Appeal, in an Unlawful Detainer Action filed by Wells
2 Fargo Bank, which is currently pending in District Court, Case # A-12-657343.

3 4. The lis pendens not be expunged.

4 5. For such other and further relief as the Court deem just and proper.

5
6 DATED this 21 day of March, 2012

7
8 Respectfully submitted:

9
10 
11 Dimitritza Toromanova
12 2912 Hot Cider Ave.
13 Las Vegas, NV 89031
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CERTIFICATE OF SERVICE

I hereby certify that on this 21 day of March, 2012, I mailed a true and correct copy of the foregoing **OPPOSITION TO DEFENDANTS MOTION TO DISMISS** to counsel of record for Defendants, by placing same in the United States Mail, postage prepaid in Las Vegas, Nevada, properly addressed as follows:

DAVID J. MERRILL, P.C.
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145

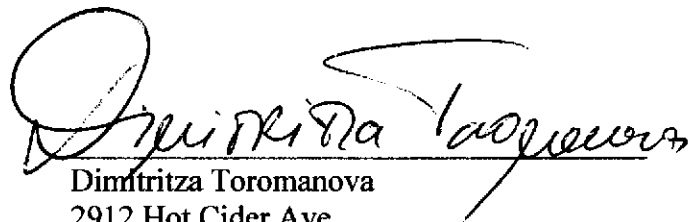

Dimitritza Toromanova
2912 Hot Cider Ave.
Las Vegas, NV 89031

EXHIBIT 5



Department
of the
Treasury

Internal
Revenue
Service

Publication 938

(Rev. February 2008)

Cat. No. 10647L

Real Estate Mortgage Investment Conduits (REMICs) Reporting Information

(And Other
Collateralized Debt
Obligations (CDOs))



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Introduction

This publication contains directories relating to real estate mortgage investment conduits (REMICs) and collateralized debt obligations (CDOs). The directory for each calendar quarter is based on information submitted to the IRS during that quarter. This publication is only available on the Internet.

For each quarter, there is a directory of new REMICs and CDOs, and a section containing amended listings. You can use the directory to find the representative of the REMIC or the issuer of the CDO from whom you can request tax information. The amended listing section shows changes to previously listed REMICs and CDOs. The update for each calendar quarter will be added to this publication approximately six weeks after the end of the quarter.

Other information. Publication 550, Investment Income and Expenses, discusses the tax treatment that applies to holders of these investment products. For other information about REMICs, see sections 860A through 860G of the Internal Revenue Code (IRC) and any regulations issued under those sections.

After 1995. After the November 1995 edition, Publication 938 is only available electronically. Back issues of this publication are only available on the Internet. To get back issues of this publication, visit the IRS website at www.irs.gov.

Who May Request Information

The persons listed below, or their agent or representative, should follow the procedures in this publication to request tax information from the representative of the REMIC or the issuer of the CDO.

1. Any broker who holds a REMIC regular interest or CDO for itself or as a nominee for an actual holder.
2. A middleman who holds a REMIC regular interest or CDO as a nominee for an actual holder and who is required to file an information return with respect to the regular interest or CDO.
3. The following persons, if they hold their REMIC regular interest or CDO directly and not through a nominee.
 - a. A corporation.
 - b. A non-calendar year taxpayer.
 - c. A dealer in securities or commodities required to register as such under the laws of the United States or a state.
 - d. A real estate investment trust (as defined in section 856 of the IRC).
 - e. An entity registered at all times during the tax year under the Investment Company Act of 1940.
 - f. A common trust fund (as defined in section 584(a) of the IRC).

863579*K56; Class 1-AZ:
863579*K64; Class 1-A4:
863579*K72; Class 1-AX:
863579*K80; Class 1-A2X:
863579*K98; Class 2-A1:
863579*L22; Class 2-A2:
863579*L30; Class B1-I:
863579*L89; Class B2-I:
863579*L97; Class B3-I:
863579*M21; Class B4-I:
863579*M39; Class B5-I:
863579*M96; Class B6-I:
863579*N20; Class B7-I:
863579*N38
Startup/Issue Date: 12/30/2005

**Struct Adj Rate Mtg Loan Trust
Mtg PT Series 2005-23 REMIC
II-2**

James Brown, Vice President,
Securities Administration Serv-
ices
C/O Wells Fargo Bank, N.A.
9062 Old Annapolis Road
Columbia, MD 21045
Tel: (410) 884-2000

CUSIP: Class 3-A1:
863579*L48; Class 3-A2:
863579*L55; Class 4-A1:
863579*L63; Class 4-A2:
863579*L71; Class B1-II:
863579*M47; Class B2-II:
863579*M54; Class B3-II:
863579*M62; Class B4-II:
863579*M70; Class B5-II:
863579*N46; Class B6-II:
863579*N53; Class B7-II:
863579*N61
Startup/Issue Date: 12/30/2005

**Structured Asset Securities
Corp Mtg PT Cert Ser 2005-S7
REMIC 3**

James Brown, Vice President,
Securities Administration Serv-
ices
C/O Wells Fargo Bank, N.A.
9062 Old Annapolis Road
Columbia, MD 21045
Tel: (410) 884-2000

CUSIP: Class A1: 863576*DS0;
Class A2: 863576*DT8; Class M1:
863576*DU5; Class M2:
863576*DV3; Class M3:
863576*DW1; Class M4:
863576*DX9; Class M5:
863576*DY7; Class M6:
863576*DZ4; Class M7:
863576*EA8; Class M8:
863576*EB6; Class M9:
863576*EC4; Class B:
863576*ED2; Class X: N/A; Class
P: N/A
Startup/Issue Date: 12/13/2005

**SURF Trust M/L A/B Certificates
Series 2005-AB3**

Andrew M Cooper, AVP
4 New York Plaza 6th fl.
New York, NY 10004
Tel: (212) 623-4523

CUSIP: Class A-1A:
84751P*JD2; Class A-2A:
84751P*JE0; Class A-2B:
84751P*JF7; Class A-2C:
84751P*JG5; Class M-1:
84751P*JH3; Class M-2:
84751P*JJ9; Class M-3:
84751P*JK6; Class M-4:

84751P*JL4; Class M-5:
84751P*JM2; Class M-6:
84751P*JN0; Class B-1:
84751P*JP5; Class C:
84751P*JU4; Class P:
84751P*JW0; Class R:
84751P*JV2
Startup/Issue Date: 12/28/2005

**SURF Trust M/L A/B Certificates
Series 2005-BC4**

Andrew M Cooper, AVP
4 New York Plaza 6th fl.
New York, NY 10004
Tel: (212) 623-4523

CUSIP: Class A-1A:
84751P*HR3; Class A-2A:
84751P*HS1; Class A-2B:
84751P*HT9; Class A-2C:
84751P*HU6; Class M-1:
84751P*HV4; Class M-2:
84751P*HW2; Class M-3:
84751P*HX0; Class M-4:
84751P*HY8; Class M-5:
84751P*HZ5; Class M-6:
84751P*JA8; Class B-1:
84751P*JB6; Class C:
84751P*JS9; Class P:
84751P*JT7; Class R:
84751P*JR1
Startup/Issue Date: 12/20/2005

**Terwin Mortgage Tr 2005-11
Master Remic**

Corporate Trust Tax Manager
U.S. Bank National Association,
One Federal Street, 3rd Floor,
Boston, MA 02110
Tel: (617) 603-6449

CUSIP: Class I-A-1A:
881561*YA6; Class I-A-1B:
881561*YB4; Class I-A-X:
881561*YC2; Class I-M-1A:
881561*YD0; Class I-M-1B:
881561*YE8; Class I-M-2:
881561*YF5; Class I-M-3:
881561*YG3; Class I-B-1:
881561*YH1; Class I-B-2A:
881561*YJ7; Class I-B-2B:
881561*YK4; Class I-B-4:
881561*YL2; Class I-B-5:
881561*YM0; Class I-B-6:
881561*YN8; Class I-B-7:
881561*YP3; Class II-A-1:
881561*A20; Class II-A-X:
881561*A38; Class II-M-1:
881561*A46; Class II-M-2:
881561*A53; Class II-M-3:
881561*A61; Class II-B-1:
881561*A79; Class II-B-2:
881561*A87; Class II-B-3:
881561*A95; Class II-B-4:
881561*B29; Class II-B-5:
881561*B37; Class II-B-6:
881561*B45; Class II-A-2:
881561*C69
Startup/Issue Date: 10/31/2005

**Terwin Mortgage Tr 2005-11
Subsidiary Remic**

Corporate Trust Tax Manager
U.S. Bank National Association,
One Federal Street, 3rd Floor,
Boston, MA 02110
Tel: (617) 603-6449

CUSIP: Class I-A-1A:
881561*YA6; Class I-A-1B:
881561*YB4; Class I-A-X:

881561*YC2; Class I-M-1A:
881561*YD0; Class I-M-1B:
881561*YE8; Class I-M-2:
881561*YF5; Class I-M-3:
881561*YG3; Class I-B-1:
881561*YH1; Class I-B-2A:
881561*YJ7; Class I-B-2B:
881561*YK4; Class I-B-4:
881561*YL2; Class I-B-5:
881561*YM0; Class I-B-6:
881561*YN8; Class I-B-7:
881561*YP3; Class II-A-1:
881561*A20; Class II-A-X:
881561*A38; Class II-M-1:
881561*A46; Class II-M-2:
881561*A53; Class II-M-3:
881561*A61; Class II-B-1:
881561*A79; Class II-B-2:
881561*A87; Class II-B-3:
881561*A95; Class II-B-4:
881561*B29; Class II-B-5:
881561*B37; Class II-B-6:
881561*B45; Class II-A-2:
881561*C69
Startup/Issue Date: 10/31/2005

**Thornburg Mtg Securities Trust
Mtg P/T Cert Ser 05-4 REMIC III**

James Brown, Vice President,
Securities Administration Serv-
ices
C/O Wells Fargo Bank, N.A.
9062 Old Annapolis Road
Columbia, MD 21045
Tel: (410) 884-2000

CUSIP: Class A-1: 885220*JN4;
Class A-2: 885220*JP9; Class
A-3: 885220*JQ7; Class A-4:
885220*JR5; Class A-4X:
885220*KD4; Class A-X:
885220*JS3; Class B-1:
885220*JW4; Class B-2:
885220*JX2; Class B-3:
885220*JY0; Class B-4:
885220*JZ7; Class B-5:
885220*KA0; Class B-6:
885220*KB8; Class I: N/A
Startup/Issue Date: 12/22/2005

**TW Hotel Funding 2005, LLC,
Commercial MPT Certificates,
Series 2005-LUX**

Steven M. Hutchins, Senior Vice
President
135 South LaSalle Street,
Suite 1625,
Chicago, IL 60603
Tel: (714) 259-6200

CUSIP: Class A1: 87309P*AA7;
Class A2: 87309P*AB5; Class B:
87309P*AC3; Class C:
87309P*AD1; Class D:
87309P*AE9; Class E:
87309P*AF6; Class F:
87309P*AG4; Class G:
87309P*AH2; Class H:
87309P*AJ8; Class J:
87309P*AK5; Class K:
87309P*AL3; Class L:
87309P*AM1; Class M:
87309P*AN9; Class N:
87309P*AP4
Startup/Issue Date: 01/04/2006

**U.S Education Loan Trust IV,
LLC**

Henry B. Howard, President and
CEO
200 South Biscayne Boulevard,

Suite 3800,
Miami, FL 33131
Tel: (786) 777-0300

CUSIP: Class A-1:
U9034M*AA7; Class A-2:
U9034M*AB5; Class A-3:
U9034M*AC3; Class A-4:
90342N*AD9; Class A-5:
90342N*AE7; Class A-6:
90342N*AF4; Class A-7:
90342N*AG2; Class A-8:
90342N*AH0; Class B-1:
90342N*AJ6; Class B-2:
90342N*AK3
Startup/Issue Date: 12/30/2005

**Wachovia Bank Commercial
Mortgage Trust, Coml MPT
Certs, Series 2005-C20**

Steven M. Hutchins, Senior Vice
President
135 South LaSalle Street,
Suite 1625,
Chicago, IL 60603
Tel: (714) 259-6200

CUSIP: Class A-1: 929766*4H3;
Class A-1A: 929766*4R1; Class
A-2: 929766*4J9; Class A-4:
929766*4L4; Class A-5:
929766*4M2; Class A-6A:
929766*4N0; Class A-6B:
929766*4Z3; Class A-7:
929766*4Q3; Class A-J:
929766*4U4; Class A-MFX:
929766*4T7; Class A-PB:
929766*4P5; Class B:
929766*4V2; Class C:
929766*4W0; Class D:
929766*4X8; Class E:
929766*2Z5; Class F:
929766*3A9; Class G:
929766*3B7; Class GT A-3SF:
929766*4K6; Class GT A-MFL:
929766*4S9; Class GT Z: N/A;
Class H: 929766*3C5; Class J:
929766*3D3; Class K:
929766*3E1; Class L:
929766*3F8; Class M:
929766*3G6; Class N:
929766*3H4; Class O:
929766*3J0; Class P:
929766*3K7; Class SWAP-A3SF:
N/A; Class SWAP-AMFL: N/A;
Class X-C: 929766*3M3; Class
X-P: 929766*3L5
Startup/Issue Date: 08/23/2005

**Wachovia Bank Comm. Loan
Com Mtg PT Cert Ser 2005-C22
RII**

James Brown, Vice President,
Securities Administration Serv-
ices
C/O Wells Fargo Bank, N.A.
9062 Old Annapolis Road
Columbia, MD 21045
Tel: (410) 884-2000

CUSIP: Class A-1: 92976B*BJ0;
Class A-2: 92976B*BK7; Class
A-3: 92976B*BL5; Class A-PB:
92976B*BM3; Class A-4:
92976B*BN1; Class A-1A:
92976B*BP6; Class A-M:
92976B*BQ4; Class A-J:
92976B*BR2; Class B:
92976B*BS0; Class C:
92976B*BT8; Class D:
92976B*BU5; Class E:
92976B*BV3; Class F:
92976B*BW1; Class G:

CUSIP: Class A-1: 885221*AA9;
Class A-2: 885221*AB7; Class
A-3: 885221*AC5; Class A-X:
885221*AD3; Class B-1:
885221*AF8; Class B-2:
885221*AG6; Class B-3:
885221*AH4; Class B-4:
885221*AJ0; Class B-5:
885221*AK7; Class B-6:
885221*AL5; Class I:
885221*AM3
Startup/Issue Date: 06/28/2006

**Wachovia Commercial Mtg Sec
Inc. Comm Mtg PT Ct 2006-C26
REMIC II**

James Brown Vice President,
Securities Administration Serv-
ices
C/O Wells Fargo Bank, N.A.
9062 Old Annapolis Road
Columbia, MD 21045
Tel: (410) 884-2000

CUSIP: Class A-1:
92977R*AA4; Class A-2:
92977R*AB2; Class A-PB:
92977R*AC0; Class A-3:
92977R*AD8; Class A-1A:
92977R*AE6; Class A-M:
92977R*AF3; Class A-J:
92977R*AG1; Class B:
92977R*AH9; Class C:
92977R*AJ5; Class D:
92977R*AK2; Class X-P:
92977R*AL0; Class A-3FL:
92976U*BC3; Class E:
92976U*AA8; Class F:
92976U*AC4; Class G:
92976U*AE0; Class H:
92976U*AG5; Class J:
92976U*AJ9; Class K:
92976U*AL4; Class L:
92976U*AN0; Class M:
92976U*AQ3; Class N:
92976U*AS9; Class O:
92976U*AU4; Class P:
92976U*AW0; Class WM:
92976U*AY6; Class X-C:
92976U*BA7
Startup/Issue Date: 06/29/2006

**Wachovia Commercial Mtg Sec.
Inc. Comm Mtg PT Cert Ser
2006-C25 RII**

James Brown Vice President,
Securities Administration Serv-
ices
C/O Wells Fargo Bank, N.A.
9062 Old Annapolis Road
Columbia, MD 21045
Tel: (410) 884-2000

CUSIP: Class A-1: 92976V*AA6;
Class A-2: 92976V*AB4; Class
A-3: 92976V*AC2; Class A-PB1:
92976V*AD0; Class A-PB2:
92976V*AQ1; Class A-4:
92976V*AE8; Class A-5:
92976V*AF5; Class A-1A:
92976V*AG3; Class A-M:
92976V*AH1; Class A-J:
92976V*AJ7; Class B:
92976V*AK4; Class C:
92976V*AL2; Class D:
92976V*AM0; Class E:
92976V*AN8; Class F:
92976V*AP3; Class G:
92976V*AT5; Class H:
92976V*AV0; Class J:
92976V*AX6; Class K:
92976V*AZ1; Class L:
92976V*BB3; Class M:

92976V*BD9; Class N:
92976V*DF0; Class O:
92976V*BH0; Class P:
92976V*BK3; Class Q:
92976V*BM9; Class S:
92976V*BP2; Class IO:
92976V*AR9
Startup/Issue Date: 05/31/2006

**Wachovia Mortgage Loan Tr
2006-AMN1 Remic I**

Corporate Trust Tax Manager
U.S. Bank National Association,
P.O. Box 960778,
Boston, MA 02196
Tel: (517) 603-6449

CUSIP: Class A-1: 92978E*AA2;
Class A-2: 92978E*AB0; Class
A-3: 92978E*AC8; Class M-1:
92978E*AD6; Class M-2:
92978E*AE4; Class M-3:
92978E*AF1; Class M-4:
92978E*AG9; Class M-5:
92978E*AH7; Class M-6:
92978E*AJ3; Class B-1:
92978E*AK0; Class B-2:
92978E*AL8; Class B-3:
92978E*AM6; Class X:
92978E*AP9; Class P:
92978E*AN4; Class R: N/A; Class
R-X: N/A
Startup/Issue Date: 06/29/2006

**Wachovia Mortgage Loan Tr
2006-AMN1 Remic II**

Corporate Trust Tax Manager
U.S. Bank National Association,
P.O. Box 960778,
Boston, MA 02196
Tel: (617) 603-6449

CUSIP: Class A-1: 92978E*AA2;
Class A-2: 92978E*AB0; Class
A-3: 92978E*AC8; Class M-1:
92978E*AD6; Class M-2:
92978E*AE4; Class M-3:
92978E*AF1; Class M-4:
92978E*AG9; Class M-5:
92978E*AH7; Class M-6:
92978E*AJ3; Class B-1:
92978E*AK0; Class B-2:
92978E*AL8; Class B-3:
92978E*AM6; Class X:
92978E*AP9; Class P:
92978E*AN4; Class R: N/A; Class
R-X: N/A
Startup/Issue Date: 06/29/2006

**Wachovia Mortgage Loan Tr
2006-AMN1 Remic III**

Corporate Trust Tax Manager
U.S. Bank National Association,
P.O. Box 960778,
Boston, MA 02196
Tel: (617) 603-6449

CUSIP: Class A-1: 92978E*AA2;
Class A-2: 92978E*AB0; Class
A-3: 92978E*AC8; Class M-1:
92978E*AD6; Class M-2:
92978E*AE4; Class M-3:
92978E*AF1; Class M-4:
92978E*AG9; Class M-5:
92978E*AH7; Class M-6:
92978E*AJ3; Class B-1:
92978E*AK0; Class B-2:
92978E*AL8; Class B-3:
92978E*AM6; Class X:
92978E*AP9; Class P:
92978E*AN4; Class R: N/A; Class

R-X: N/A
Startup/Issue Date: 06/29/2006

**Wachovia Mortgage Loan Trust
Mtg P/T Cert Ser 2005-B Upper**

James Brown Vice President,
Securities Administration Serv-
ices
C/O Wells Fargo Bank, N.A.
9062 Old Annapolis Road
Columbia, MD 21045
Tel: (410) 884-2000

CUSIP: Class 1-A-1:
92977Y*BN0; Class 1-A-2:
92977Y*BS9; Class 2-A-1:
92977Y*BP5; Class 2-A-2:
92977Y*BU4; Class 2-A-3:
92977Y*BV2; Class 2-A-4:
92977Y*BW0; Class 2-A-5:
92977Y*BX8; Class 3-A-1:
92977Y*BQ3; Class 3-A-2:
92977Y*BY6; Class 4-A-1:
92977Y*BR1; Class 4-A-2:
92977Y*BZ3; Class B-1:
92977Y*CA7; Class B-2:
92977Y*CB5; Class B-3:
92977Y*CC3; Class B-4:
92977Y*CD1; Class B-5:
92977Y*CF6; Class B-6:
92977Y*CH2
Startup/Issue Date: 11/22/2005

**WaMu Mortgage Pass Through
Certificates, Series 2006-AR9
Upper Tier**

Douglas L. Williams, Partner,
KPMG LLP REMIC Investor Hot-
line: oldfactors.com
REMIC Investor Hotline:
oldfactors.com
1660 International Drive,
McLean, VA 22102
Tel: (703) 286-8380

CUSIP: Class 1A: 93363D*AA5;
Class 2A: 93363D*AB3; Class
2A1B: 93363D*AC1; Class 1AB1:
93363D*AD9; Class 1AB2:
93363D*AE7; Class 1AB3:
93363D*AF4; Class 1AB4:
93363D*AG2; Class 1XPP:
93363D*AH0; Class 2XPP:
93363D*AJ6; Class B1:
93363D*AK3; Class B2:
93363D*AL1; Class B3:
93363D*AM9; Class B4:
93363D*AN7; Class B5:
93363D*AP2; Class B6:
93363D*AQ0; Class B7:
93363D*ARB; Class B8:
93363D*AS6; Class B9:
93363D*AT4; Class B10:
93363D*AU1; Class R:
93363D*AV9; Class B11:
93363D*AW7; Class B12:
93363D*AX5; Class B13:
93363D*AY3; Class B14:
93363D*AZ0
Startup/Issue Date: 07/26/2006

**WaMu Mortgage Pass Through
Certificates, Series 2006-AR9
Lower Tier**

Douglas L. Williams, Partner,
KPMG LLP REMIC Investor Hot-
line: oldfactors.com
REMIC Investor Hotline:
oldfactors.com
1660 International Drive,
McLean, VA 22102
Tel: (703) 286-8380

CUSIP: Class 1A: 93363D*AA5;
Class 2A: 93363D*AB3; Class
2A1B: 93363D*AC1; Class 1AB1:
93363D*AD9; Class 1AB2:
93363D*AE7; Class 1AB3:
93363D*AF4; Class 1AB4:
93363D*AG2; Class 1XPP:
93363D*AH0; Class 2XPP:
93363D*AJ6; Class B1:
93363D*AK3; Class B2:
93363D*AL1; Class B3:
93363D*AM9; Class B4:
93363D*AN7; Class B5:
93363D*AP2; Class B6:
93363D*AQ0; Class B7:
93363D*AR8; Class B8:
93363D*AS6; Class B9:
93363D*AT4; Class B10:
93363D*AU1; Class R:
93363D*AV9; Class B11:
93363D*AW7; Class B12:
93363D*AX5; Class B13:
93363D*AY3; Class B14:
93363D*AZ0
Startup/Issue Date: 07/26/2006

**WaMu Mortgage Pass Through
Certificates, Series 2006-AR9 In-
term Tier**

Douglas L. Williams, Partner,
KPMG LLP REMIC Investor Hot-
line: oldfactors.com
REMIC Investor Hotline:
oldfactors.com
1660 International Drive,
McLean, VA 22102
Tel: (703) 286-8380

CUSIP: Class 1A: 93363D*AA5;
Class 2A: 93363D*AB3; Class
2A1B: 93363D*AC1; Class 1AB1:
93363D*AD9; Class 1AB2:
93363D*AE7; Class 1AB3:
93363D*AF4; Class 1AB4:
93363D*AG2; Class 1XPP:
93363D*AH0; Class 2XPP:
93363D*AJ6; Class B1:
93363D*AK3; Class B2:
93363D*AL1; Class B3:
93363D*AM9; Class B4:
93363D*AN7; Class B5:
93363D*AP2; Class B6:
93363D*AQ0; Class B7:
93363D*AR8; Class B8:
93363D*AS6; Class B9:
93363D*AT4; Class B10:
93363D*AU1; Class R:
93363D*AV9; Class B11:
93363D*AW7; Class B12:
93363D*AX5; Class B13:
93363D*AY3; Class B14:
93363D*AZ0
Startup/Issue Date: 07/26/2006

**WaMu Mortgage Pass Through
Certificates, Series 2006-AR8
Upper Tier**

Douglas L. Williams, Partner,
KPMG LLP REMIC Investor Hot-
line: oldfactors.com
REMIC Investor Hotline:
oldfactors.com
1660 International Drive,
McLean, VA 22102
Tel: (703) 286-8380

CUSIP: Class 1A1:
93362F*AA1; Class 1A2:
93362F*AB9; Class 1A3:
93362F*AC7; Class 1A4:
93362F*AD5; Class 1A5:
93362F*AE3; Class 2A1:
93362F*AF0; Class 2A2:

46631N*AD1; Class 1-A-5;
 46631N*AE9; Class 1-A-6;
 46631N*AF6; Class 1-A-7;
 46631N*AG4; Class 1-A-9;
 46631N*AJ8; Class 1-A-11;
 46631N*AL3; Class 1-A-12;
 46631N*AM1; Class 1-A-13;
 46631N*AN9; Class 1-A-14;
 46631N*AP4; Class 1-A-15;
 46631N*AQ2; Class 1-A-16;
 46631N*AR0; Class 1-A-18;
 46631N*AT6; Class 1-A-19;
 46631N*AU3; Class 1-A-20;
 46631N*AV1; Class 1-A-21;
 46631N*AW9; Class 1-A-22;
 46631N*AX7; Class 1-A-23;
 46631N*AY5; Class 1-A-24;
 46631N*AZ2; Class 1-A-25;
 46631N*BA6; Class 1-A-26;
 46631N*BB4; Class 1-A-27;
 46631N*BC2; Class 1-A-28;
 46631N*BD0; Class 1-A-29;
 46631N*BE8; Class 1-A-30;
 46631N*BF6; Class 1-A-31;
 46631N*BG3; Class 1-A-32;
 46631N*BH1; Class 1-A-33;
 46631N*BJ7; Class 1-A-34;
 46631N*BK4; Class 1-A-39;
 46631N*BA1; Class 1-A-40;
 46631N*BR9; Class 1-A-41;
 46631N*BS7; Class 1-A-49;
 46631N*CA5; Class 1-A-50;
 46631N*CB3; Class 1-A-54;
 46631N*CF4; Class 1-A-55;
 46631N*CG2; Class 1-A-56;
 46631N*CH0; Class 1-A-57;
 46631N*CJ6; Class 1-A-58;
 46631N*CK3; Class 1-A-59;
 46631N*CL1; Class 1-A-60;
 46631N*CM9; Class 1-A-61;
 46631N*CN7; Class 1-A-62;
 46631N*CP2; Class 1-A-63;
 46631N*CQ0; Class 1-A-93;
 46631N*DW6; Class 1-A-94;
 46631N*DX4; Class 1-A-95;
 46631N*DY2; Class 2-A-1;
 46631N*EX3; Class 2-A-2;
 46631N*EY1; Class 2-A-3;
 46631N*EZ8; Class 2-A-4;
 46631N*FA2; Class B-1;
 46631N*FD6; Class B-2;
 46631N*FE4; Class B-3;
 46631N*FF1; Class B-4;
 46631N*FH7; Class B-5;
 46631N*FJ3; Class B-6;
 46631N*FK0; Class A-P;
 46631N*FB0; Class A-X;
 46631N*FC8; Class P;
 46631N*FL8.

CUSIP Correction. The correct CUSIP numbers for **Master Asset Backed Sec. Trust Mtg P/T Cert 2006-HE2 REMIC III** are as follows: Class A-1: 57644U*AC9; Class A-2: 57644U*AD7; Class A-3: 57644U*AE5; Class A-4: 57644U*AF2; Class M-1: 57644U*AG0; Class M-2: 57644U*AH8; Class M-3: 57644U*AJ4; Class M-4: 57644U*AK1; Class M-5: 57644U*AL9; Class M-6: 57644U*AM7; Class M-7: 57644U*AN5; Class M-8:

57644U*AP0; Class M-9: 57644U*AQ9; Class M-10: 57644U*AA3; Class M-11: 57644U*AB1.

CUSIP Correction. The correct CUSIP numbers for **MASTR Asset Backed Sec. Trust Mtg P/T Cert 2006-HE2 REMIC IV** are as follows: Class CE: N/A.

CUSIP Correction. The correct CUSIP numbers for **MASTR Asset Backed Sec. Trust Mtg P/T Cert 2006-HE2 REMIC V** are as follows: Class P: N/A.

CUSIP Correction. The correct CUSIP numbers for **MASTR Asset Backed Sec. Trust Mtg P/T Cert 2006-HE2 REMIC VI** are as follows: Class Swap-IO-1: N/A.

CUSIP Correction. The correct CUSIP numbers for **Merrill Lynch Mortgage Investors Inc Mtg P/T Cert 2006-AF1 Stack I Upper REMIC** are as follows: Class AF1: 59023R*AA7; Class AF2A: 59023R*AB5; Class AF2B: 59023R*AC3; Class AF2C: 59023R*AD1; Class AF3A: 59023R*AE9; Class AF3B: 59023R*AF6; Class PO: 59023R*AL3; Class IO: 59023R*AM1; Class MF1: 59023R*AN9; Class MF2: 59023R*AP4; Class MF3: 59023R*AQ2; Class BF1: 59023R*AW9; Class BF2: 59023R*AX7; Class BF3: 59023R*AY5.

CUSIP Correction. The correct CUSIP numbers for **Morgan Stanley Capital I Inc. Comm Mtg Ser 2006-XLF Upper** are as follows: Class A-1: 61745S*AA8; Class A-2: 61745S*AB6; Class B: 61745S*AEO; Class C: 61745S*AF7; Class D: 61745S*AG5; Class E: 61745S*AH8; Class F: 61745S*AJ9; Class G: 61745S*AK6; Class H: 61745S*AL4; Class J: 61745S*AM2; Class N-LAF: 61745S*AR1; Class N-W40: 61745S*AS9; Class N-RQK: 61745S*AT7; Class N-SDF: 61745S*AU4; Class O-LAF: 61745S*AV2.

CUSIP Correction. The correct CUSIP numbers for **Riverview HECM Trust Pass-Through Notes, Series 2007-1 REMIC 3** are as follows: Class A: 769422*AA4; Class X: 769422*AB2.

CUSIP Correction. The correct CUSIP numbers for **TAMMAC 2007-1 Subsidiary Remic** are as follows: Class 1-A-1: 43710T*AA5; Class 2-A-1: 43710T*AB3; Class 2-A-2: 43710T*AC1; Class 2-A-3: 43710T*AD9; Class 2-A-4:

43710T*AE7; Class A-10-S: 43710T*AU1; Class M-1: 43710T*AF4; Class M-2: 43710T*AG2; Class M-3: 43710T*AH0; Class M-4: 43710T*AJ6; Class M-5: 43710T*AK6; Class M-6: 43710T*AL1; Class M-7: 43710T*AM9; Class M-8: 43710T*AN7; Class M-9: 43710T*AP2; Class B-1: 43710T*AQ0; Class X: 43710T*AT4; Class P: 43710T*AS6; Class R: 43710T*AR8.

CUSIP Correction. The correct CUSIP numbers for **SASCO 2006-RF3 Lower-Tier Remic** are as follows: Class 1-A-1: 863592*AA9; Class 1-A-2: 863592*AB7; Class 1-A-3: 863592*AC5; Class 1-A-4: 863592*AD3; Class 1-A-5: 863592*AE1; Class 1-A-6: 863592*AF8; Class 2-A: 863592*AG6; Class B1-I: 863592*AH4; Class B2-I: 863592*AJ0; Class B3-I: 863592*AK7; Class B4-I: 863592*AL5; Class B5-I: 863592*AM3; Class B6-I: 863592*AN1; Class 3-A-1: 863592*AP6; Class 3-A-2: 863592*AQ4; Class 3-A-3: 863592*AR2; Class 3-A-4: 863592*AS0; Class 4-A: 863592*AT8; Class B1-II: 863592*AU5; Class B2-II: 863592*AV3; Class B3-II: 863592*AW1; Class B4-II: 863592*AX9; Class B5-II: 863592*AY7; Class B6-II: 863592*AZ4; Class R: N/A; Class P: N/A.

CUSIP Correction. The correct CUSIP numbers for **Wachovia Commercial Mortgage Securities, Inc. Comm Mtg P/T Cert Ser 2007-C32 REMIC II** are as follows: Class A-1: 92978Y*AA8; Class A-2: 92978Y*AB6; Class A-PB: 92978Y*AC4; Class A-3: 92978Y*AD2; Class A-4FL Reg Int: 92978Y*MU1; Class A-1A: 92978Y*AF7; Class A-MFL Reg Int: 92978Y*MXW7; Class A-J: 92978Y*AH3; Class B: 92978Y*AJ9; Class C: 92978Y*AK6; Class D: 92978Y*AL4; Class E: 92978Y*AM2; Class F: 92978Y*AN0; Class G: 92978Y*AT7; Class H: 92978Y*AV2; Class J: 92978Y*AX8; Class K: 92978Y*AZ3; Class L: 92978Y*BB5; Class M: 92978Y*BD1; Class N: 92978Y*BF6; Class O: 92978Y*BH2; Class P: 92978Y*BK5; Class Q: 92978Y*BM1; Class S: 92978Y*BP4.

CUSIP Correction. The correct CUSIP numbers for **Washington Mutual Bank FA WaMu Mtg P/T Cert Ser 2006-PR6 Grantor** are as follows: Class PR61A1 Certificate: 31397C*4M8; Class PR62A1 Certificate: 31397C*4N6; Class PR63A1 Certificate: 31397C*4P1.

CUSIP Correction. The correct CUSIP numbers for **Wells Fargo Mortgage Backed Securities Mtg P/T Certificates Ser 2007-5 REMIC** are as follows: Class I-A-1: 94985P*AA4; Class I-A-7: 94985P*AG1; Class I-A-PO: 94985P*AS5; Class II-A-1: 94985P*AJ5; Class II-A-2: 94985P*AK2; Class II-A-3: 94985P*AL0; Class II-A-PO: 94985P*AT3; Class B-1: 94985P*AN6; Class B-2: 94985P*AQ9; Class B-3: 94985P*AR7; Class B-4: 94985P*AU0; Class B-5: 94985P*AV8; Class B-6: 94985P*AW6.

CUSIP Correction. The correct CUSIP numbers for **Wells Fargo Mortgage Backed Securities Trust Mtg P/T Cert Ser 2007-10 Upper-Tier REMIC** are as follows: Class I-A-1Int: 949837*AA6; Class I-A-2: 949837*AB4; Class I-A-3: 949837*AC2; Class I-A-4: 949837*AD0; Class I-A-5: 949837*AE8; Class I-A-6: 949837*AF5; Class I-A-7: 949837*AG3; Class I-A-8: 949837*AH1; Class I-A-9: 949837*AJ7; Class I-A-10: 949837*AK4; Class I-A-11: 949837*AL2; Class I-A-12: 949837*AM0; Class I-A-13: 949837*AN8; Class I-A-14: 949837*AP3; Class I-A-15: 949837*AQ1; Class I-A-16: 949837*AR9; Class I-A-17: 949837*AS7; Class I-A-18: 949837*AT5; Class I-A-19: 949837*AU2; Class I-A-20: 949837*AV0; Class I-A-21: 949837*AW8; Class I-A-22: 949837*AX6; Class I-A-23: 949837*AY4; Class I-A-24: 949837*AZ1; Class I-A-25: 949837*BA5; Class I-A-26: 949837*BB3; Class I-A-27: 949837*BC1; Class I-A-28: 949837*BD9; Class I-A-29: 949837*BE7; Class I-A-30: 949837*BF4; Class I-A-31: 949837*BG2; Class I-A-32: 949837*BH0; Class I-A-33: 949837*BJ6; Class I-A-34: 949837*BK3; Class II-A-1: 949837*BU1; Class II-A-2: 949837*BV9; Class II-A-3: 949837*BW7; Class II-A-4: 949837*BX5; Class II-A-5: 949837*BY3; Class II-A-6: 949837*BZ0; Class II-A-7: 949837*CA4; Class II-A-8: 949837*CB4; Class II-A-9: 949837*CC0; Class II-A-10:

Class SENIOR SERIES
2007-1A-2 REG S: U9034M*AE9;
Class SENIOR SERIES
2007-1A-3 144A: 90342N*AX5;
Class SENIOR SERIES
2007-1A-3 REG S: U9034M*AF6;
Class SENIOR SERIES
2007-1A-4 144A: 90342N*AY3;
Class SENIOR SERIES
2007-1A-4 REGS: U9034M*AG4;
Class SUBORDINATE SERIES
2007-1B-1 144A: 90342N*AZ0;
Class SUBORDINATE SERIES
2007-1B-1 REG S: U9034M*AH2
Startup/Issue Date: 12/30/2005

**Wachovia Large Loan, Inc.
Comm. Mtg. P/T Certs. Series
2007-ESH Upper REMIC**

James Brown Vice President,
Securities Administration Serv-
ices
C/O Wells Fargo Bank, N.A.
7080 Samuel Morse Drive
Columbia, MD 21046
Tel: (410) 884-2000

CUSIP: Class A-1:
92979C*AA5; Class A-2FL REGU-
LAR INTEREST: 92979C*BE6;
Class A-2FX: 92979C*BU0; Class
A-3: 92979C*BS5; Class A-4FL
REGULAR INTEREST:
92979C*BW6; Class A-4FX:
92979C*BY2; Class X-A:
92979C*AE7; Class X-B:
92979C*BG1; Class B:
92979C*AG2; Class CFL REGU-
LAR INTEREST: 92979C*AJ6;
Class CFX: 92979C*CA3; Class D
REGULAR INTEREST:
92979C*AL1; Class E:
92979C*AN7; Class F:
92979C*AQ0; Class G:
92979C*AS6; Class H:
92979C*AU1; Class J:
92979C*BJ5; Class K:
92979C*BL0; Class L:
92979C*BN6; Class M:
92979C*BQ9
Startup/Issue Date: 08/28/2007

**Wachovia Commercial Mort-
gage Securities, Inc. Comm Mtg
P/T Cert Ser 2007-C34 REMIC II**

James Brown Vice President,
Securities Administration Serv-
ices
C/O Wells Fargo Bank, N.A.
7080 Samuel Morse Drive
Columbia, MD 21046
Tel: (410) 884-2000

CUSIP: Class A-1: 92979F*AA8;
Class A-2: 92979F*AB6; Class
A-PB: 92979F*AC4; Class A-3:
92979F*AD2; Class A-1A:
92979F*AE0; Class A-M:
92979F*AG5; Class A-J:
92979F*AH3; Class B:
92979F*AJ9; Class C:
92979F*AK6; Class D:
92979F*AL4; Class E:
92979F*AM2; Class F:
92979F*AN0; Class G:
92979F*AP5; Class H:
92979F*AR1; Class J:
92979F*AT7; Class K:
92979F*AV2; Class L:
92979F*AX8; Class M:
92979F*AZ3; Class N:
92979F*BB5; Class O:
92979F*BD1; Class P:

92979F*BF6; Class Q:
92979F*BH2; Class S:
92979F*BK5
Startup/Issue Date: 11/13/2007

**Wachovia Commercial Mort-
gage Securities, Inc. Comm Mtg
P/T Cert Ser 2007-C33 Grantor
Trust**

James Brown Vice President,
Securities Administration Serv-
ices
C/O Wells Fargo Bank, N.A.
7080 Samuel Morse Drive
Columbia, MD 21046
Tel: (410) 884-2000

CUSIP: Class Z: N/A
Startup/Issue Date: 08/22/2007

**Washington Mutual Mtg.
Pass-Thru Certs., WMALT Se-
ries 2006-AR4 Interm. Tier**

Douglas L. Williams, Partner,
KPMG LLP
1660 International Drive
McLean, VA 22102
Tel: (703) 286-8380

CUSIP: Class 1A: 939345*AA2;
Class 2A: 939345*AB0; Class 3A:
939345*AC8; Class DA:
939345*AD6; Class CA1B:
939345*AE4; Class DA1B:
939345*AF1; Class X1:
939345*AG9; Class X2:
939345*AH7; Class X3:
939345*AJ3; Class X4:
939345*AK0; Class B1:
939345*AL8; Class B2:
939345*AM6; Class B3:
939345*AN4; Class B4:
939345*AP9; Class B5:
939345*AQ7; Class B6:
939345*AR5; Class B7:
939345*AS3; Class B8:
939345*AT1; Class B9:
939345*AU8; Class R:
939345*AZ7; Class PPP1:
939345*BF0; Class PPP2:
939345*AV6; Class B10:
939345*BA1; Class B11:
939345*BB9; Class B12:
939345*BC7; Class B13:
939345*BD5; Class B14:
939345*BE3
Startup/Issue Date: 05/30/2006

**Washington Mutual Mtg.
Pass-Thru Certs., WMALT Se-
ries 2006-AR4 Lower Tier**

Douglas L. Williams, Partner,
KPMG LLP
1660 International Drive
McLean, VA 22102
Tel: (703) 286-8380

CUSIP: Class 1A: 939345*AA2;
Class 2A: 939345*AB0; Class 3A:
939345*AC8; Class DA:
939345*AD6; Class CA1B:
939345*AE4; Class DA1B:
939345*AF1; Class X1:
939345*AG9; Class X2:
939345*AH7; Class X3:
939345*AJ3; Class X4:
939345*AK0; Class B1:
939345*AL8; Class B2:
939345*AM6; Class B3:
939345*AN4; Class B4:
939345*AP9; Class B5:
939345*AQ7; Class B6:

939345*AR5; Class B7:
939345*AS3; Class B8:
939345*AT1; Class B9:
939345*AU8; Class R:
939345*AZ7; Class PPP1:
939345*BF0; Class PPP2:
939345*AV6; Class B10:
939345*BA1; Class B11:
939345*BB9; Class B12:
939345*BC7; Class B13:
939345*BD5; Class B14:
939345*BE3
Startup/Issue Date: 05/30/2006

**Washington Mutual Mtg.
Pass-Thru Certs., WMALT Se-
ries 2006-AR4 Upper Tier**

Douglas L. Williams, Partner,
KPMG LLP
1660 International Drive
McLean, VA 22102
Tel: (703) 286-8380

CUSIP: Class 1A: 939345*AA2;
Class 2A: 939345*AB0; Class 3A:
939345*AC8; Class DA:
939345*AD6; Class CA1B:
939345*AE4; Class DA1B:
939345*AF1; Class X1:
939345*AG9; Class X2:
939345*AH7; Class X3:
939345*AJ3; Class X4:
939345*AK0; Class B1:
939345*AL8; Class B2:
939345*AM6; Class B3:
939345*AN4; Class B4:
939345*AP9; Class B5:
939345*AQ7; Class B6:
939345*AR5; Class B7:
939345*AS3; Class B8:
939345*AT1; Class B9:
939345*AU8; Class R:
939345*AZ7; Class PPP1:
939345*BF0; Class PPP2:
939345*AV6; Class B10:
939345*BA1; Class B11:
939345*BB9; Class B12:
939345*BC7; Class B13:
939345*BD5; Class B14:
939345*BE3
Startup/Issue Date: 05/30/2006

**WaMu Mortgage Pass Through
Certificates, Series 2006-AR5
Upper Tier**

Douglas L. Williams, Partner,
KPMG LLP
1660 International Drive
McLean, VA 22102
Tel: (703) 286-8380

CUSIP: Class A1A:
93362Y*AA0; Class A12A:
93362Y*AB8; Class A12B:
93362Y*AC6; Class A1B1:
93362Y*AD4; Class A1B2:
93362Y*AE2; Class A1B3:
93362Y*AF9; Class X:
93362Y*AG7; Class B1:
93362Y*AH5; Class B2:
93362Y*AJ1; Class B3:
93362Y*AK8; Class B4:
93362Y*AL6; Class B5:
93362Y*AM4; Class B6:
93362Y*AN2; Class B7:
93362Y*AP7; Class B8:
93362Y*AQ5; Class B9:
93362Y*AR3; Class R:
93362Y*AS1; Class B10:
93362Y*AU6; Class B11:
93362Y*AV4; Class B12:
93362Y*AW2; Class B13:
93362Y*AX0; Class B14:

93362Y*AY8; Class PPP:
93362Y*AT9
Startup/Issue Date: 05/25/2006

**WaMu Mortgage Pass Through
Certificates, Series 2006-AR5
Lower Tier**

Douglas L. Williams, Partner,
KPMG LLP
1660 International Drive
McLean, VA 22102
Tel: (703) 286-8380

CUSIP: Class A1A:
93362Y*AA0; Class A12A:
93362Y*AB8; Class A12B:
93362Y*AC6; Class A1B1:
93362Y*AD4; Class A1B2:
93362Y*AE2; Class A1B3:
93362Y*AF9; Class X:
93362Y*AG7; Class B1:
93362Y*AH5; Class B2:
93362Y*AJ1; Class B3:
93362Y*AK8; Class B4:
93362Y*AL6; Class B5:
93362Y*AM4; Class B6:
93362Y*AN2; Class B7:
93362Y*AP7; Class B8:
93362Y*AQ5; Class B9:
93362Y*AR3; Class R:
93362Y*AS1; Class B10:
93362Y*AU6; Class B11:
93362Y*AV4; Class B12:
93362Y*AW2; Class B13:
93362Y*AX0; Class B14:
93362Y*AY8; Class PPP:
93362Y*AT9
Startup/Issue Date: 05/25/2006

**Wells Fargo Alternative Loan
Trust Mtg A/B P/T Cert Ser
2007-PA4 Upper REMIC**

James Brown Vice President,
Securities Administration Serv-
ices
C/O Wells Fargo Bank, N.A.
7080 Samuel Morse Drive
Columbia, MD 21046
Tel: (410) 884-2000

CUSIP: Class I-A-1:
94984U*AA4; Class I-A-2:
94984U*AB2; Class I-A-IO:
94984U*AC0; Class II-A-1:
94984U*AE6; Class II-A-2:
94984U*AF3; Class II-A-IO:
94984U*AG1; Class III-A-1:
94984U*AH9; Class III-A-2:
94984U*AJ5; Class III-A-IO:
94984U*AK2; Class IV-A-1:
94984U*AL0; Class IV-A-2:
94984U*AM8; Class IV-A-IO:
94984U*AN6; Class V-A-1:
94984U*AP1; Class V-A-IO:
94984U*AQ9; Class B-1:
94984U*AR7; Class B-2:
94984U*AS5; Class B-3:
94984U*AT3; Class B-4:
94984U*AU0; Class B-5:
94984U*AV8; Class B-6:
94984U*AW6; Class B-7:
94984U*AX4; Class B-8:
94984U*AY2
Startup/Issue Date: 07/25/2007

**Wells Fargo Alternative Loan
Trust Mtg A/B P/T Cert Ser
2007-PA5 Upper REMIC**

James Brown Vice President,
Securities Administration Serv-
ices
C/O Wells Fargo Bank, N.A.

EXHIBIT 6

APN# 124-32-415-039		World Savings Bank, FSB	Original Lender 3/7/2006	Changed name to Wachovia in 2007 - Wachovia merged with Wells Fargo 2009	
DATE RECORDED	DESCRIPTION	FROM	TO	INACCURACY	
3/7/2006	Deed of Trust	Dimitritza Toromanova	World Savings Bank, FSB		
3/24/2006	Substitution of Trustee and Full Reconveyance	Dimitritza Toromanova	National City Mortgage Co.	Text: owners of Promissory Note dated 7/20/2004	
4/24/2006	Same as above	National City Bank	National City Bank	Text: owners of Promissory Note dated 7/20/2004	
9/22/2006	Deed of Trust	Dimitritza Toromanova	Bank of America	MISSING THIS DOC	
8/27/2010	Notice of Default/ Election to sell	National Default Servicing Corp	2010	Filed before Sub. Of Trustee	
1/26/2011	Substitution of Trustee	Wells Fargo Bank, N.A.	2011	Name of Beneficiary/Owner not listed Invalid-Not Substituted by	
1/26/2011	Certificate of Foreclosure	Foreclosure Admin.			
1/26/2011	Notice of Trustee Sale	National Default Servicing Corp		Sale 1	
2/14/2011	Homestead	Dimitritza Toromanova			
2/14/2011	Lis Pendens	Dimitritza Toromanova	Filed lawsuit		
5/31/2011	Notice of Trustee Sale	National Default Servicing Corp		Sale 2	
9/1/2011	Notice of Trustee Sale	National Default Servicing Corp		Sale 3	
10/11/2011	Trustee Deed		Wells Fargo	Sale was held 10/3/11	

EXHIBIT 7

-4- in Complaint

RECORDING REQUESTED BY:
LPS Title Company - NV
WHEN RECORDED MAIL TO:
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 10-32362-WA-NV

APN : 124-32-415-039

Inst #: 201101260003317
Fees: \$14.00
N/C Fee: \$0.00
01/26/2011 09:33:20 AM
Receipt #: 854363
Requestor:
CLARK RECORDING SERVICE
Recorded By: GILKS Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

SUBSTITUTION OF TRUSTEE

WHEREAS, DIMITRITZA TOROMANOVA, AN UNMARRIED WOMAN was the original Trustor(s), GOLDEN WEST SAVINGS ASSOCIATION SERVICE CO., A CALIFORNIA CORPORATION was the original Trustee and WORLD SAVINGS BANK, FSB, ITS SUCCESSORS AND/OR ASSIGNEES was the original Beneficiary under that certain Deed of Trust dated 03/02/2006 and recorded on 03/07/2006 as instrument No. 20060307-0003637 in Book, Page, of Official Records of CLARK County, State of NV and

WHEREAS, the undersigned is the present beneficiary under the said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes NATIONAL DEFAULT SERVICING CORPORATION, An Arizona Corporation, whose address is 7720 N. 16th Street, Suite 300, Phoenix, Arizona 85020, as Trustee under said Deed of Trust.

Whenever the context hereof requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Wells Fargo Bank, N.A.

Dated: SEP 13 2010

By:
Its:

Jeanette Dei-Jenkins

Vice President of Loan Documentation

STATE OF Texas
COUNTY OF Bexar

On SEP 13 2010, 20____, before me, Claudia L. Herrera, a Notary Public for said State, personally appeared Jeanette Dei-Jenkins who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of Texas that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature _____

